



Professional Services Agreement

OKLAHOMA PUBLIC INSURANCE ADJUSTER AGREEMENT

Oklahoma License #: 3001236418

Date: _____

This contract form, Public Insurance Adjuster Contract, is prescribed to satisfy contract requirements for Public Insurance Adjusters under amended rules, effective January 1, 2014 for 28 TAC§19.701, 19.708 and 19.713 concerning the licensing of Public Insurance Adjusters.

The Insured(s) _____,

NAME OF INSURED(S)

hereby retains Ray Demeritt to assist in the preparation, presentation, consulting, negotiating and adjustment of all applicable claims for the following loss or damage caused by: _____.

TYPE OF LOSS

This loss was sustained at _____,

ADDRESS OF LOSS LOCATION

and occurred on or about _____.

DATE OF LOSS

Please READ AND INITIAL each provision of this contract verifying that you have read and understand each part.

_____ The method of calculating the commission for the public insurance adjusting firm, whether an hourly rate, flat fee, percentage of settlement or another method must be identified below and depending on the method, comply with Oklahoma law requiring detailed explanation of how the amount payable will be determined based on services provided.

Method of Calculating the Commission

_____ This contract is based on a percentage of settlement. The listed insured agrees where no monies have been received prior to the date of this contract; to pay a contingent fee in the amount of 8% of the total insurance claim settlement.

_____ If some monies have been received by the insured prior to the date of this contract, the fee will be 8% of any additional monies not already agreed to by the insurance carrier. The total fee will not exceed 8% of the total amount of the insurance claim settlement adjusted or otherwise received and or issued by the involved

Insurance Carrier on any and each portion of the claim whether recovered by adjustment, negotiation, bid award, grant, compromise offer, mediation, arbitration, appraisal, litigation, appeal or otherwise and conveys a lien on that portion of the insurance proceeds sufficient to pay the amount due to Ray Demeritt. This agreement is enforceable and Ray Demeritt is entitled to its fee, even if litigation is required to recover payments from the insurance company. Compensation payable to Ray Demeritt may not exceed 8% of the total amount of the insurance settlement under any method of calculation including expenses, direct costs, or any other cost accrued by Ray Demeritt.

_____ Professional fees are due as monies are received by the insured.

_____ The insured understands that all mortgagees will be named as additional payees on all insurance checks and the insured agrees to be solely responsible to obtain all mortgagees' endorsements of said checks, and that fees are due to Ray Demeritt regardless of additional lienholders or additionally named payees upon delivery and endorsement of checks.

_____ At the option of the Insured, this contract shall and may be voidable for 72 hours after signing. The insured may void the contract by notifying Ray Demeritt in writing by either registered or certified mail, return receipt requested to the address shown on this contract or by personally serving notice on Ray Demeritt. If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on a percentage of the insurance settlement, but is entitled to reasonable compensation for the public insurance adjuster's time and expenses provided to the insured before the claim was paid or the written commitment to pay was received.

NOTICE: A public insurance adjuster may not participate directly or indirectly in the reconstruction, repair, or restoration of damaged property that is the subject of a claim adjusted by the public insurance adjuster or engage in any other activities that may reasonably be construed as presenting a conflict of interest, including soliciting or accepting any remuneration from or having a financial interest in any salvage firm, repair firm or other firm that obtains business in connection with any claim the public insurance adjuster has a contract or agreement to adjust.

WE REPRESENT THE INSURED ONLY.

NOTICE: YOU ARE ENTERING IN TO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR THIS SERVICE. YOU DO NOT HAVE TO ENTER INTO THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.

NOTICE: THE INSURED MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE PUBLIC INSURANCE ADJUSTER WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON.

Agreed and accepted on this _____ day of _____ 20__ at _____ o'clock.

POLICY HOLDER(S)/INSURED(S)

SIGNATURE(S): _____.

Signature of Insured or Authorized Agent

INSURED(S) POLICY HOLDER(S)

Insured(s) Printed Name(s)

Insureds Mailing Address

Insured(s) Phone Number

Insured(s) Signature

Insured(s) Email Address

INSURANCE COMPANY

Insurance Company

Policy Number

Claim Number

PUBLIC ADJUSTER

Ray Demeritt

Public Insurance Adjuster's Printed Name

Fully Bonded Per State Law

4747 Research Forest Drive Ste.180-180

The Woodlands, TX 77381

Mailing Address

18 Trailhead Place

Spring, TX 77381

Business/Physical Address

Ray@NationalPublicAdjusting.com

Email Address

3001236418

PA License Number

713-714-2489

PA'S Phone Number

Public Adjuster's Signature/Date